

EXHIBIT 5



INTERNATIONAL CENTRE
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November 17, 2021

Via Email

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Case Number: 01-21-0016-7001

GEM Yield Bahamas Limited and
GEM Global Yield LLC SCS

-vs-

Mullen Technologies, Inc.

Dear Party Representative:

The ICDR has completed the appointment Arbitrator Mark Morril (the “Arbitrator”) to hear the above-captioned matter as a sole arbitrator. Enclosed please find copies of the Arbitrator’s duly executed Notice of Appointment. Per our rules, all arbitrators are impartial and independent, unless otherwise agreed by the parties in the situation of party-appointed arbitrators.

The Arbitrator has made a disclosure, as detailed on the enclosed Notice of Appointment and attachment. Please advise the ICDR of any objections to the appointment of the Arbitrator by December 2, 2021 unless a shorter time is agreed to by the parties or determined by ICDR. Please copy all other parties on any objections. The Tribunal shall not be copied on any comments related to the disclosure. If any objections to the Arbitrator’s appointment are raised, the other party may respond within seven (7) days. The ICDR will make a determination regarding the Arbitrator’s continued service in accordance with the Rules and within its [Administrative Review Council](#).

If either party or their counsel knows of any contact or conflict that may be relevant, they are to communicate this information to the ICDR within ten (10) days. Each party is responsible for updating its disclosures as such information becomes available. The duty to update this information is ongoing through the conclusion of this matter.

The Arbitrator’s Notice of Compensation Arrangements including the specific compensation rates for this matter is attached and is available in WebFile. Compensation to the Tribunal represents an independent obligation of the parties, and it is understood that the ICDR/AAA has no liability, direct or indirect, for such payment. Each party shall promptly deposit in advance with the ICDR such sums of money as required by the administrator to defray the Tribunal’s invoices. Compensation incurred will be deducted from deposits on hand, if any. Invoices that reflect an estimated amount of ten (10) hours of the Tribunal’s compensation, including study and preliminary hearing time, will be circulated shortly under separate cover.

This letter will also serve to confirm that a preliminary hearing will be scheduled shortly. We kindly ask the Arbitrator to please inform the parties and the ICDR of the selected time/date as soon as practicable.

There shall be no ex parte communication with the Tribunal at any time beyond what is permitted in the rules. Please note that any challenges or financial matters must be exclusively submitted to the undersigned.

As a reminder, cases may be viewed and managed online through [AAA's WebFile](#).

Sincerely,

/s/

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Encl.

Cc: The Arbitrator (via email)